

EXHIBIT A

May 31, 2018

Re: RAVINIA BREWING Trademark

In the ongoing spirit of cooperation, this agreement shall confirm the understanding between Ravinia Festival Association (“Ravinia”) and Ravinia Brewing Company LLC (“Brewing Co.”) regarding the RAVINIA BREWING trademark (the “Mark”) and resolve all currently outstanding issues between Ravinia and Brewing Co.:



1. Brewing Co. will revise its current mark - BREWING COMPANY- by increasing the size of the disclaimed word (Brewing) in Brewing Co.’s registered trademark to be no less than twenty eight percent (28%) of the term RAVINIA after the transition period. An example of the agreed change is reflected in Exhibit A (“the Brewing Mark”). For clarity, Brewing Co. may choose to use any combination of BREWING, BREWING CO., or BREWING COMPANY as illustrated in Exhibit A, as long as the disclaimed word (Brewing) is no less than twenty eight percent (28%) of the term RAVINIA, and provided that any combination is used as a “unitary mark” generally consistent with the attached examples. Brewing Co. will phase out all use of its current mark and transition to the sizes specified above by the end of 2018. The transition period shall not apply to the opening and operation of any brew pub or restaurant.
2. In the event that Brewing Co. uses the Brewing Mark in connection with any music related performances, sponsorships, or events, Brewing Co. will include the following disclaimer in a legible format on any promotional materials, including on Brewing Co.’s website: “Ravinia Brewing Company, LLC is a separately owned entity and is not related in any way to the Ravinia Festival Association.”
3. Provided Brewing Co. is in compliance with the terms of this letter, Ravinia will not object to Brewing Co.’s use or registration of the Brewing Mark for beer, a brewery or a brew pub.
4. Ravinia and Brewing Co. reserve all rights not expressly addressed under this letter.
5. Each party will keep the terms of this letter confidential, except as its disclosure may be required under applicable law, applicable regulations or as mutually agreed upon by the parties hereto.
6. In the event that Brewing Co. ceases using the Brewing Mark for a period of three (3) years or more, this letter agreement will automatically terminate.
7. In the event that additional consumer confusion arises between the Brewing Mark and the RAVINIA marks, the parties agree to negotiate in good faith and take steps reasonably necessary to eliminate or mitigate such confusion.

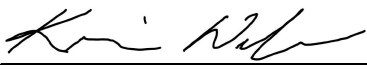
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RE: RAVINIA BREWING Trademark

Agreed and Accepted:

RAVINIA FESTIVAL ASSOCIATION

Date:



Ravinia Brewing Company, LLC

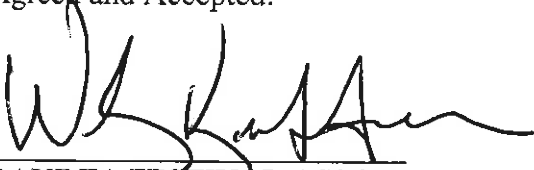
Date: 5/22/18

Attachment

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RE: RAVINIA BREWING Trademark

Agreed and Accepted:



RAVINIA FESTIVAL ASSOCIATION

Date: 6-1-18

Weiz Kauffman President & CEO

RAVINIA BREWING COMPANY LLC

Date:

Attachment